

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

LUPIN ATLANTIS HOLDINGS SA, a
foreign corporation, and LUPIN INC., a
Delaware Corporation,

Plaintiffs,

v.

Case No.: 23-cv-61621-MD

XIAN-MING ZENG, TRANSPIRE BIO,
INC., AXEL PERLWITZ, and WILLIAM
SCHACHTNER,

Defendants.

**XIAN-MING ZENG'S CORRECTED MOTION FOR SUMMARY JUDGMENT ON
COUNTS I, II, III, AND IV¹**

¹ This Corrected Motion is filed to replace D.E. 203, as a result of inadvertent formatting and redaction issues.

Pursuant to Federal Rule of Civil Procedure 56, Defendant Xian-Ming Zeng (“Dr. Zeng”) files this Motion for Summary Judgment on Counts I, II, III, and IV against him for Misappropriation of Trade Secrets under the DTSA, Misappropriation of Trade Secrets under the FUTSA, Breach of Contract, and Breach of Fiduciary Duty and states:

I. PRELIMINARY STATEMENT

Dr. Xian-Ming Zeng is a pioneer in the field of inhalation drugs, with decades of know-how. Lupin began recruiting Dr. Zeng in 2013. When Dr. Zeng joined Lupin, he proved invaluable. He used the knowledge developed over his career to lead Lupin’s development of the first FDA-approved generic (“Gx”) of ProAir HFA, the branded drug he launched at Teva. He also led the development of Lupin’s Gx Spiriva Handihaler and was integral to Lupin’s European launch of Luforbec, a generic (“Gx”) version of Fostair. While at Lupin, Dr. Zeng worked on these and other drugs until his very last day at Lupin.²

To develop a generic, Lupin—or any pharmaceutical company—must follow public guidances published by the FDA, which inform it of how to create a product that is therapeutically equivalent to the reference listed drug. Lupin enjoyed success with its inhalation generics, but it never invested in what Dr. Zeng joined the company to do: develop novel drugs. Beginning around 2020, Lupin also began to suffer from a lack of research and development spending, global quality control issues at its manufacturing sites, and rapidly declining employee morale.

Consequently, Dr. Zeng left Lupin in 2021, and later became the first employee and CEO of Transpire Bio Inc. (“Transpire”), which was formed in April 2022. Since its creation, Transpire has continued to grow and eventually hired the other Defendants in this case (Axel Perlwitz and Bill Schachtner), months after its formation. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

² D.E. 196, Defendants’ Statement of Undisputed Material Facts (“SMF”) Ex. 45 (Vanam Tr.) at 83:16-85:23.

[REDACTED]

Throughout this case, Lupin has blustered about “thousands” of documents that Dr. Zeng and two other Transpire employees retained when they left Lupin, but has failed and refused to define which portions of which of those documents it is claiming as its alleged “trade secrets.” Lupin’s scientific expert claims that only 252 of these documents contain trade secrets, but does not specify precisely what information in them is actually secret.³ Lupin can only show that Dr. Zeng ever interacted with 14 of these 252 documents, none of which relate to any product that Transpire is currently developing. Lupin’s failure to define its purported trade secrets with requisite particularity and inability to show that Dr. Zeng used them warrants summary judgment in his favor on Counts I and II.

Meanwhile, Plaintiffs cannot establish that Dr. Zeng was directly or indirectly involved in the solicitation of a single former Lupin employee in breach of his employment agreement (the “Agreement”). Only two of the nine disputed employees (Dr. Perlwitz and Mr. Schachtner) made initial contact with Transpire during Dr. Zeng’s one-year non-solicitation period, which expired on October 1, 2022. Both of these individuals initiated the contact themselves, and, at Lupin’s request, Dr. Perlwitz ultimately deferred his start date to October 6, 2022, to wrap up ongoing activities and allow the non-solicitation covenant to expire. (SMF ¶ 46).

Finally, Dr. Zeng had no duty to report to Lupin’s Board the corporate opportunity Smoore approached Dr. Zeng with while he was at Lupin—combining vaping technology with inhalation drugs—which was technically unfeasible did not fit into Lupin’s activities or strategic plans. (SMF ¶¶ 32-33; 37). Lupin’s CEO testified that Lupin had no formal policies for disclosing corporate opportunities; employees are merely expected to use their discretion and not waste time on opportunities that do not accord with the company’s strategic objectives, and Dr. Zeng did not report to the Board. (SMF ¶¶ 32-34, *id.* Ex. 1 (V. Gupta Tr.) 233:16-234:7). Moreover, Transpire is not pursuing this “opportunity” which Dr. Zeng testified is a medical impossibility. (SMF ¶ 37; SMF Ex. 5 (Zeng Tr.) 137:18-138:7). For similar reasons, Lupin cannot establish any damages

³ While Mr. Shafer alleges that there are 252 documents, some of those documents contain multiple files. SMF ¶ 96. In total, Mr. Shafer alleges that there are 257 files that are “trade secret.” For this Motion, Defendants refer to the 252 unique documents identified by Mr. Shafer.

relating to this purported “opportunity” and is foreclosed from attempting to do so based on its failure to disclose any such damages theory in its initial disclosures or expert damages report.

II. BACKGROUND

A. Dr. Zeng’s Background

Transpire is a pharmaceutical start-up company that develops inhalation medicines. (D.E. 31, Am. Compl. ¶ 16). Transpire is an indirect subsidiary of Smoore International Holdings Limited. SMF ¶ 36. Smoore is a global leader in electronic cigarette and vaping manufacturing. (D.E. 31 ¶ 4). Transpire has several generic and branded products in development, but has not yet obtained FDA approval for, marketed, or launched a single product. (SMF ¶ 66).

At Lupin, Dr. Zeng oversaw the drug development and FDA approval activities for Lupin's Coral Springs inhalation portfolio. (D.E. 31, Am. Compl. ¶¶ 47-48; SMF Ex. 1, V. Gupta Tr. 151:2-9; 50:22-24). Dr. Zeng was not a member of Lupin’s Board of Directors and did not regularly participate in Board meetings. (SMF ¶ 24, *id.* Ex. 1 (V. Gupta Tr.) 217:5-24). He did not at any time report directly to the Board of Directors. *Id.* From 2013 until 2019, Dr. Zeng reported to Lupin’s CEO, Vinita Gupta. From 2019 through the end of his employment with Lupin, Dr. Zeng reported to Alok Sonig, Global Head of Generics, R&D, and Biosimilars, who in turn reported to Ms. Gupta. (SMF Ex. 1 (V. Gupta Dep. Tr.) 217:25-218:5).

On April 20, 2021, Dr. Shi of Smoore contacted Dr. Zeng via email, stating:

I am reaching out to experts like you in the medical inhalation device/drug formulation industry to explore potential collaborations, consulting, or recommendations of talents in the field to join us in our US R&D team. Smoore sees great potential to adapt and optimize the vaping technology and device in personal well-being and portable healthcare solutions as evidenced by the COVID epidemic.

(D.E. 31, Am. Compl. ¶ 58); (SMF Ex. 5 (Zeng Tr.) 120:3 – 120:14; SMF ¶ 30).

This kind of collaboration is not one Lupin has ever considered or investigated, and for good reason. (SMF Ex. 1 (V. Gupta Tr.) 234:9-236:17). As Dr. Zeng testified, this idea of combining vaping technology and inhaled medicines was “wishful thinking” and the medicines used to treat patients would be destroyed and degraded by a high temperature, not only losing its efficacy, but also producing many harmful chemicals. (SMF Ex. 5 (Zeng Dep Tr.) 20:18-25, 93:2-24). Despite Smoore’s initial idea for collaboration being a dead-end, Dr. Zeng was ready for a

change in his career and continued his discussions with Smoore, in search of a personal opportunity to join Smoore as an executive. (SMF ¶ 35). He ultimately accepted employment with Smoore and moved to China, where he began his work on Smoore's behalf. *Id.* Dr. Zeng's last day at Lupin was October 1, 2021. *Id.* His employment agreement with Lupin GmbH (the "Agreement") contained a one-year non-solicitation covenant that expired on October 1, 2022. (SMF ¶¶ 20-22, 35).

Dr. Zeng returned to the United States in March 2022. *Id.* Transpire was incorporated in Florida on April 12, 2022. (SMF Ex. 8 (Transpire_0109727)); (SMF Ex. 5 (Zeng Dep. Tr.) 257:18-24).

In in the winter of 2021 Dr. Perlwitz began to seek new employment, applying to jobs at established pharmaceutical companies including Liquidia and Avalyn. (Ex. 21, Dr. Perlwitz's R&Os to Lupin's 1st Set of ROGs at 6). In March 2022, Dr. Perlwitz and Mr. Schachtner each reached out to Dr. Lepore, Transpire's Chief Medical Officer, who previously worked with Dr. Perlwitz and Mr. Schachtner at Lupin (SMF ¶¶ 40), inquiring about potential new career opportunities. SMF ¶¶ 41, 43. Spectrum Dynamic Research Corp. ("Spectrum"), an affiliate of Smoore International Holdings Ltd., subsequently offered them employment. SMF ¶¶ 42, 47. On May 11, 2022, Mr. Schachtner executed an Offer of Employment with Spectrum for the position of Chief Technical Officer, with a start date of July 1, 2022. SMF ¶ 42; SMF Ex. 14. Mr. Schachtner sent a resignation letter to Lupin on June 15, 2022, effective June 23. (SMF Ex. 14, Dr. Transpire's R&Os to Lupin's 2nd Set of ROGs at 16).

On or about May 23, 2022, Dr. Perlwitz informed Lupin that he intended to resign on July 1, 2022. *Id.* However, Lupin's President, Sofia Mumtaz, requested that he defer his start date until October 5, 2022. SMF Ex. 17, Lupin_0289674 at -676, -674; SMF Ex. 18, Mumtaz Dep. Tr. 58:15-62:21. This date was after the expiration of Dr. Zeng's non-solicitation period, and allowed for Dr. Perlwitz to remain at Lupin beyond the regulatory approval goal date for tiotropium bromide, a key Lupin milestone. (SMF Ex. 18 (Ex. 3 to Mumtaz Tr.; Mumtaz Tr. 59:15-61:25)). Transpire and Dr. Perlwitz mutually agreed on Lupin's requested solution. (SMF Ex. 18 (Ex. 3 to Mumtaz Tr.; Mumtaz Tr. 60:9-61:25)).

Between November 2022 and February 2023, Transpire hired seven other former Lupin employees whom Plaintiffs contend are relevant to this action: Thu Dao, Guizhen Huang, Vicmary Rodriguez Cruz, Marzena Sanquini, Barbra Santiago Colon, Greer Balladin, and Derek Kuhn.

SMF Ex. 10. None of these individuals were contacted or hired by Transpire before the expiration of Dr. Zeng's non-solicitation period on October 1, 2022. (SMF ¶¶ 49-59). Rather, in all instances, their first record contact with Transpire was November 2022 or later, and involved either the employees initiating contact with Transpire, or Transpire's head of Human Resources reaching out to them after expiration of Dr. Zeng's Agreement (though Transpire was not bound by it). (*Id.*; SMF Ex. 10).

B. Lupin's "Trade Secret Identification"

Lupin has failed and refused to identify its trade secrets with meaningful specificity since from the outset of this litigation. The First Amended Complaint purported to define Lupin's trade secrets using only broad categorical descriptions and a handful of references to purported exemplar documents. Dkt. No. 31 ¶31. In its responses to interrogatories, Lupin cited 453 documents spanning 65,201 pages (*see* Appendix A, Documents 1-453), without identifying any specific information in any document that it was claiming as a trade secret. Instead, Lupin claimed that each document in its entirety corresponds to a trade secret. (SMF Ex. 34). Of these, Lupin's technical expert, identified 252 purportedly containing trade secrets—totaling more than 40,000 pages. *See* Appendix A, Documents #1-257. For virtually every document, Mr. Shafer's analysis followed the same boilerplate approach, essentially reciting that:

The document derives independent economic value from not being generally known to or readily accessible by another person using proper means who can obtain economic value from the disclosure or use of the information. . . . This type of document is not something that a company like Lupin would circulate externally without confidentiality protections in place because it contains confidential information regarding, among other things, Lupin's drug product characteristics and analysis methods. The document, as a whole, is a trade secret because it contains information such as drug characteristics and drug study results. Lupin invested significant resources into the design and development of this study. This information would be highly valuable to a competitor in the generic drug industry, and in particular to a recent entrant into the industry attempting to quickly spin up drug product development and gain regulatory approval.

(SMF Ex. 3 at ¶ 258). Because Mr. Shafer is not qualified to speak about the content of the documents at issue (*see* Transpire's concurrently filed *Daubert* motion), he did not discuss what specific information within each document is not known to the public or how it derives economic

value from that fact. During his deposition, Mr. Shafer was unable to identify the alleged trade secrets within each document or even how many trade secrets are at issue in his report:

Q. So how many trade secrets do you describe in your report? Is it the number of documents you describe or something different?

A. I can't answer it. . . .

Q. Okay. So I understand that you can count the number of documents. If we were to pull up one of these documents, are you able to also count the number of trade secrets within the document that you're identifying?

A. It would depend. Not with – so certain things that are in there may be trade secret. No, the answer is that I would have to compare that to publicly available information in order to get an accurate number within the documents.

Q. Okay. And you haven't done that?

A. No, I have not done that.

(SMF Ex. 47 (Shafer Tr.) at 141:3-143:17) (emphasis added).

Now, with trial merely three months away, Lupin has not provided any opinions identifying the specific alleged trade secret information within each document that Defendants have misappropriated. This is in contravention of clear precedent from federal courts in this district, circuit and nation and means that Lupin has not presented allegations of misappropriated trade secrets warranting resolution by a jury.

C. Lupin's Misappropriation Claims Rely Heavily On Documents That Were NOT Acquired Or Accessed By Dr. Zeng.

Defendants have also produced extensive discovery in this case, including thousands of documents regarding Transpire's product development and 97 forensic artifact listings (across nine different devices) that provide detailed computer usage information. SMF Ex. 40, Kunkel Report, Tables 3-6. Through that discovery, Lupin has been unable to show, in large part, anything more than passive possession on the part of Defendants. In total, of the documents Mr. Shafer has identified as allegedly trade secret, Lupin can only show that 32 documents were ever opened by a Transpire employee (Ex 40 Kunkel Report ¶ 55) and cannot show that Transpire's drug development used any trade secret information. *See also* Ex. 47(Shafer Tr.) 188:24-189:2 ("My opinion is that the corpus of documents, alone or separately, we don't know how the information was used."); 193:13-25 ("It is impossible to determine exactly what and how all of the information that has been taken from Lupin has been used. [] it's not a worthwhile exercisewe don't know exactly how all of it was used."). More than 75% of the documents Lupin's expert identifies as "trade secret" were last accessed on April 5, 2021, long before Transpire even existed and while

all the individual defendants were still Lupin employees. Specifically, of the 252 documents Mr. Shafer identifies as “trade secret,” 192 were found on a personal external hard drive (“My Passport Device”) belonging to Dr. Perlwitz and were both created and last accessed on April 5, 2021.⁴ (Ex. 40, Kunkel Report ¶ 57).

III. ARGUMENT

A. LUPIN’S DTSA/FUTSA CLAIMS AGAINST DR. ZENG

1. The Court Should Grant Summary Judgment Because Lupin Has Not Sufficiently Identified The Alleged Trade Secrets

“A plaintiff seeking relief for misappropriation of trade secrets must identify the trade secrets and carry the burden of showing that they exist.” *Portionpac Chemical Corp. v. Sanitech Systems, Inc.*, 217 F. Supp.2d 1238, 1252 (M.D. Fl. Jul. 25, 2002) (granting summary judgment of no trade secret misappropriation where plaintiff failed to sufficiently identify its trade secrets) “When a party fails to identify its trade secrets with particularity, summary judgment is appropriate.” *Imax Corp.*, 152 F.3d at 1166; *see also Levenger Co. v. Feldman*, 516 F. Supp. 2d 1272, 1287 (S.D. Fla. 2007) (holding that a plaintiff “must describe the allegedly misappropriated trade secrets with reasonable particularity” and that plaintiff’s misappropriation claim “fail[ed]” because the “alleged trade secrets are all extremely vague and attempts to clarify have been in vain”) (Middlebrooks, J.). This is true even in instances where courts found plaintiff’s identification adequate at the pleading or discovery stage. *See, e.g., Freeman Inv. Management Co., LLC v. Frank Russell Co.*, 2016 WL 5719819, at *9-12 (S.D. Cal. Sep. 30, 2016) (granting summary judgement for failure to sufficiently identify trade secrets where defendant had “repeatedly [unsuccessfully] challenged the sufficiency of Plaintiff’s identification of its allegedly misappropriated trade secrets throughout this litigation.”).

Here, the Court should grant summary judgment because Lupin has failed to identify what exactly their alleged trade secrets are, or how many trade secrets are at issue. This approach is contrary to well-established law that a document itself is not a trade secret.

(a) *Lupin’s Identification Of Documents “As A Whole” Does Not Satisfy Their Burden To Identify Their Trade Secrets*

⁴ Dr. Perlwitz has used his My Passport Device since 2007, before he was employed at Lupin. SMF Ex. 35, Faulkner Report, Appendix P. Perlwitz’s My Passport Device contained immense amounts of personal files and folders, including personal photos, audiobooks, and mp3 tracks. *Id.*

Lupin's current trade secret "identification" refers Defendants to 453 documents spanning 62,931 pages. *See* Background, Section A. Hundreds of these documents (Appendix A, Documents #257-453) are not discussed in the expert report of Lupin's technical expert. For these documents, Lupin's identification amounts to a mere listing of Bates Numbers in response to Transpire's Interrogatory No. 2. *See* Background, Section A. Those documents discussed in the expert report of Lupin's technical expert (Documents #1-257) are on no better footing because Mr. Shafer's identification is also premised on the document "as a whole" being a trade secret. *See* Background, Section A. Lupin has never addressed how any specific drawing, process, procedure, or other piece of information in any of these documents qualifies as a trade secret.

Lupin's and Mr. Shafer's document "as a whole" theory fails as a matter of law. A "document itself cannot be a trade secret, although it may contain trade secrets." *Tao of Sys. Integration, Inc. v. Analytical Serv's. & Materials, Inc.*, 330 F. Supp. 2d 668, 678 (E.D. Va. 2004) *aff'd*, 141 F. App'x 129 (4th Cir. 2005). Courts routinely grant summary judgment where, as here, a plaintiff fails to address how specific information in a document qualifies as trade secret. *See, e.g., Bunnell v. Motion Pictures Ass'n of America*, 567 F.Supp.2d 1148 (C.D. Cal. Aug. 22, 2007); *X6 Limited v. Li-Tek Corp. Company*, 2012 WL 12952726 (C.D. Cal. Aug. 27, 2012); *also Calendar Research LLC v. StubHub, Inc.*, 2020 WL 4390391, at *9 (C.D. Cal. May 13, 2020); *IDX Systems Corp. v. Epic Systems Corp.*, 165 F. Supp. 2d 812, 818 (W.D. Wisc. 2001), *aff'd in relevant part*, 285 F.3d 581 (7th Cir. 2005); *Weather Shield Mfg., Inc. v. Drost*, 2018 WL 3824150, at *2 (W.D. Wis. Aug. 10, 2018); *Utah Med. Prods., Inc. v. Clinical Innovations Assocs., Inc.*, 79 F. Supp. 2d 1290, 1313 (D. Utah 1999), *aff'd*, 251 F.3d 171 (Fed. Cir. 2000).

In *Zunum Aero, Inc. v. The Boeing Co.*, C21-0869JLR, 2024 WL 3822780 (W.D. Wash. Aug. 14, 2024), for example, the court vacated a \$72 million jury verdict for trade secret misappropriation because, as a matter of law, the plaintiff Zunum failed to identify its trade secrets with particularity. Like the cursory analysis in Mr. Shafer's expert report, the Zunum witnesses would introduce a document, discuss a few pages or excerpts, and testify that the trade secrets "would be in various places in our documents," which the court found deficient as a matter of law *Id.* at *5. Here, Lupin's identification is even more deficient as it fails to provide even this cursory analysis for hundreds of the documents it is identifying as an alleged trade secret.

(b) *Lupin's Pivot To Broad Trade Secret Categories Does Not Satisfy Their Burden To Identify Their Trade Secrets*

Although Lupin and their technical expert have repeatedly claimed that “the document, as a whole, is a trade secret” SMF Ex. 3, (Shafer Op. Rep.) at ¶ 258), in response to Defendants’ motion to narrow the number of trade secrets, Lupin recently departed from that identification and claimed that they were identifying only “nine trade secrets.” Dkt. No. 187. In reality, Lupin’s nine trade secrets merely refer to nine broad categories which are woefully insufficient for trade secret identification—which requires that particular information (*e.g.*, the particular design, procedure or data) be identified as trade secret: (1) Analytical Method Development and Validation, (2) Characterization Studies, (3) Statistical Analysis Plans (SAP) and Documentation, (4) Pre-Clinical and Clinical Study Protocols, (5) Pre-clinical and Clinical Study Reports and Other Documentation, (6) Pre-ANDA FDA Correspondence, (7) ANDA Submissions Content, (8) FDA Comments and Lupin Responses, and (9) Business Strategies.⁵ For instance, in *Del Monte Fresh Produce Co. v. Dole Food Co. Inc.*, 148 F. Supp. 2d 1322 (S.D. Fla. 2001), the court explained that a trade secret plaintiff must describe the trade secrets it seeks to protect with “reasonable particularity” and set forth a definition of reasonable particularity that precludes identification using broad categories. *Id.* at 1325-26. Judge Gold held that plaintiff’s categorical identification, such as trade secrets in “pesticide and fungicide techniques,” was insufficient because it did not identify the specific “aspect of Del Monte’s pesticide and fungicide techniques” that qualified as trade secret. *Id.* Several years later in *Knights Armament Co. v. Optical Systems Technology, Inc.*, 254 F.R.D. 463 (M.D. Fla. 2008), the plaintiff claimed that it had trade secrets in categories such as “manufacturing processes and procedures, marketing information, pricing data, product designs and manufacturing information, supplier and vendor lists, technical information, and technical drawings.” *Id.* at 465. The court held that these broad categories did not satisfy the reasonable particularity standard because “it is insufficient to describe the trade secrets by generic category, such as the components of the night vision devices to which the alleged trade secrets relate.” *Id.* at 467. “[Plaintiff] must identify the specific characteristics of each trade secret, such as a particular drawing, process, procedure or cost/pricing data.” *Id.* at 467. Courts continue to hold that these broad categorical descriptions do not sufficient to meet the plaintiffs’ burden. *See, e.g., United States Thrillrides, LLC and Polercoaster, LLC v. Intamin Amusement Rides Int. Corp. Est.*, No. 22-CV-2338, 2023 WL 11693750, *3 (M.D. Fla. Dec. 12, 2023) (holding that plaintiff’s

⁵ Lupin’s technical expert does not identify the categories each document falls into.

identification of its trade secrets as “engineering plans for the New Jersey and Orlando Polercoaster projects created by Intamin” was in fact “far too broad and too vague to identify trade secrets with any reasonable particularity”). Courts outside of Florida have taken the same approach. For instance, like Lupin, the plaintiff in *X6* identified several “categories” of alleged trade secrets (*e.g.*, “trade secrets related to the battery design criteria for Plaintiffs’ active 3D shutter glasses”); *see also X6 Limited v. Li-Tek Corp. Company*, 2012 WL 12952726, at *6 (C.D. Cal. Aug. 27, 2012) (citing “hundreds of documents that purportedly ‘reference or reflect the trade secret information disclosed to Li-Tek’” is insufficient).

The categories Lupin identifies correspond to a vague and generic type of information that exists in the field. For example, Lupin’s identification of “Business Strategies” does nothing to identify the specific business strategies that Lupin is alleging as its trade secret. The same is true with Lupin’s other categories. These broad descriptions do not identify the particular information within each document that Lupin contend is a trade secret, let alone in a manner that distinguishes that information from matters that are known or readily ascertainable (known or ascertainable business strategies, analytical methods, clinical studies or plans, ANDA submissions, etc.). The factfinder, the Court, and Defendants are thus without the precise identification that is needed to determine whether Lupin has met its burden to identify information that qualifies as a trade secret, whether that specific information was misappropriated, and the value (if any) of that information. A precise identification is critical in order for “the Court [to] ensure that only true trade secrets obtain protection.” *Town & Country Linen Corp. v. Ingenious Designs LLC*, 556 F.Supp.3d 222 (S.D.N.Y. Aug. 23, 2021). Here, Lupin has failed to meet its burden to provide that identification.

2. The Court Should Grant Summary Judgment Because Lupin Cannot Establish The Existence Of Any Trade Secrets

Separate and apart from identifying its alleged trade secrets, Lupin also bears the burden of showing that each of the alleged trade secrets was not (i) “generally known” or (ii) “readily ascertainable by proper means.” *See* Fla. Stat. § 688.002(4); 18 U.S.C. § 1839(3). Lupin has the burden of establishing each of these requirements “**as to each claimed trade secret.**” *Peat, Inc. v. Vanguard Research, Inc.*, 378 F.3d 1154, 1158 (11th Cir. 2004) (emphasis added); *Masimo Corp. v. True Wearables, Inc.*, 2022 WL 17083396, at *34–35 (C.D. Cal. Nov. 7, 2022) (analyzing elements as to each “Asserted Trade Secret[]”). Courts have been clear that in cases involving complex technology, these two elements can only be satisfied with expert testimony. *See*

DropzoneMS, LLC v. Cockayne, 2019 WL 7630788, at *11 (D. Or. Sept. 12, 2019) (holding that, “[w]ithout expert testimony separating source code that derives value from being secret from open-source and third-party source code, which does not, Lupin cannot establish the existence of a trade secret.”) In this matter, Lupin has offered no admissible expert testimony establishing that the alleged trade secrets were not “generally known” or “readily ascertainable.”

Lupin cannot meet its burden as to documents not discussed in Lupin’s technical expert. (Appendix A, Documents #257-453). Even for the documents described in Mr. Shafer’s expert report (Documents #1-252), Lupin does not have admissible expert testimony establishing that the alleged trade secrets actually qualify as trade secrets. First, Lupin’s technical expert admitted that he did not analyze whether information in the documents he cites is generally known. Ex. 47 (Shafer Tr.) at 48:14-49:4. Second, Mr. Shafer’s expert report merely repeats the following boilerplate statement for 176 of the 252 documents he discusses in his report: “The document derives independent economic value from not being generally known to or readily accessible by another person using proper means who can obtain economic value from the disclosure or use of the information.” (SMF Ex. 3 (Shafer Rep.) ¶ 154). Of course, the actual term from the statute is “readily ascertainable,” which Mr. Shafer, by his own admission, did not address.⁶ (*See also* Ex. 47 (Shafer Tr.) at 308:12-19). In addition, as explained in Transpire’s concurrent *Daubert* motion, Mr. Shafer’s conclusory statements fail to meet the threshold standards articulated in *Daubert* and its progeny. Third, for 77 of the 252 documents discussed in his report, Mr. Shafer does not even opine that the information within the document is not “readily ascertainable.”

Courts routinely grant summary judgment where a plaintiff fails to offer expert testimony establishing the existence of “trade secrets.” *Seshadri Raju, M.D., P.A. v. Medtronic, Inc.*, 2021 WL 1232102, at *9 (S.D. Miss. Mar. 31, 2021) (“[A]s a matter of law, [plaintiffs] failure to present an expert precludes him from establishing whether this information is readily ascertainable[.]”); *Trident Products and Services, LLC v. Canadian Soiless Wholesale, Ltd.*, 859 F.Supp.2d 771, 779 (E.D. Va. April 12, 2012) (granting summary judgment to defendant given “plaintiff’s failure to identify an expert witness” to opine on “readily ascertainable” element); *Hill v. Best Med. Int’l, Inc.*, 2011 WL 5082208, at *14 (W.D. Pa. Oct. 25, 2011) (same).

⁶ Defendants believe that this “ascertainable” vs. “accessible” distinction in Shafer’s report was purposeful, as it ties to Lupin’s document-as-a-whole theory discussed above.

3. The Court Should Grant Partial Summary Judgment Of No Misappropriation By Dr. Zeng As To Documents That Were Not Acquired By Dr. Zeng

To establish that Transpire or Dr. Zeng misappropriated these “trade secrets,” Lupin must show one of two categories of conduct: (1) that Transpire or Dr. Zeng acquired each trade secret by improper means, or (2) that Transpire or Dr. Zeng disclosed or used each trade secret without consent. The Court should thus grant partial summary judgment of no misappropriation by Dr. Zeng as to document that were not acquired, disclosed or used by Dr. Zeng.

Of the 257 documents identified as an alleged trade secret by Mr. Shafer, only 15 of these documents are located on devices for which Dr. Zeng is a custodian. *See* App’x A. The remaining documents discussed by Mr. Shafer were found on devices that do not belong to Dr. Zeng. Specifically, 214 of the 257 documents discussed by Mr. Shafer were located on devices of Dr. Axel Perlwitz and another 28 documents were located on the devices of Mr. Thu Dao. The record is devoid of any evidence that Dr. Zeng acquired, disclosed or used documents located on the devices of Dr. Perlwitz or Mr. Dao. *See Del Monte Fresh Produce Co. v. Dole Food Co., Inc.*, 148 F. Supp. 2d at 1338 (“[m]isappropriation of trade secrets is an intentional tort” and “[a]s such, [Lupin] must show more than mere possession of a trade secret by” the defendant to establish misappropriation). Thus, the Court should grant summary partial summary judgment of no misappropriation by Dr. Zeng as to documents not located on Dr. Zeng’s devices.

B. DR. ZENG DID NOT BREACH THE NON-SOLICITATION AGREEMENT.

Plaintiffs cannot establish that Dr. Zeng directly or indirectly solicited any Lupin employees during the one-year non-solicitation period. (*See* D.E. ¶ 129). The Agreement provides, “during your employment with the Company and for one year thereafter, you will not, without the Company’s prior written consent, attempt to, directly or indirectly, (i) employ, solicit for employment, or recommend for employment any person employed by the Company (or any of its affiliates)...” (D.E. 31-1 ¶ 5). Dr. Zeng’s last day at Lupin was no later than October 1, 2021, so his non-solicitation obligations expired on October 1, 2022. (SMF ¶ 35). Only two of the disputed former Lupin employees were hired within this period, Defendants Axel Perlwitz and William Schachtner. (SMF ¶¶ 41-58). It is undisputed that the remaining employees were hired after the expiration of the non-solicitation clause, and there is no evidence that Dr. Zeng made any contact with these individuals or was involved in any efforts to recruit them prior to October 1, 2022. Those employees and their start dates and first contact with Transpire are as follows:

- 1) Thu Dao: Mr. Dao started at Transpire on or about December 19, 2022. His first contact with Transpire was a LinkedIn message from Transpire's Head of Human Resources, Brad Tompkins, on November 11, 2022. Mr. Dao applied for a posted position with Transpire in November 2022. He accepted employment with Transpire on or about December 9, 2022. (*Id.* ¶ 49).
- 2) Guizhen Huang: Ms. Huang started at Transpire on or about January 6, 2023.⁷ She had a call with Mr. Tompkins on November 4, 2022. She applied for a posted position with Transpire that month. She accepted employment with Transpire on or about December 7, 2022. (*Id.* ¶ 50).
- 3) Vicmary Rodriguez Cruz: Ms. Cruz started at Transpire on or about January 9, 2023. Her first contact with Transpire was an email she sent to Dr. Zeng on November 15, 2022, explaining that she was looking to upgrade her professional situation." She applied for a posted position with Transpire that same month. She accepted employment with Transpire on or about December 8, 2022. (*Id.* ¶ 51).
- 4) Marzena Sanquini: Ms. Sanquini started at Transpire on or about January 9, 2023. She applied for a posted position with Transpire in November 2022. Her first contact with Transpire was an email from Mr. Tompkins on November 11, 2022. She accepted employment with Transpire on or about December 14, 2022. (*Id.* ¶ 52-53)
- 5) Barbra Santiago Colon: Ms. Colon started at Transpire on or about January 16, 2023. Her first contact with Transpire was on November 18, 2022, when she applied for an open Transpire job listing for "Senior Scientist 1." Ms. Santiago Colon accepted employment with Transpire on or about December 22, 2022. (*Id.* ¶ 54-55)
- 6) Greer Balladin: Ms. Balladin started at Transpire on or about February 6, 2023. Her first contact with Transpire was a LinkedIn message from Mr. Tompkins on November 1, 2022. Ms. Greer Balladin applied for a posted position with Transpire in December 2022. Ms. Greer Balladin accepted employment with Transpire on or about December 24, 2022. (*Id.* ¶ 56-57).
- 7) Derek Kuhn: Mr. Kuhn started at Transpire on or about February 20, 2023. His first contact with Transpire was on November 18, 2022. Two months later, on January 18, 2023, Mr. Kuhn sent his resume to Transpire for consideration. Mr. Kuhn accepted employment with Transpire on or about January 30, 2023. (*Id.* ¶ 58).

(SMF ¶¶ 41-58).

Plaintiffs' claims fail as a matter of law as to these employees, as Plaintiffs can provide no evidence that any agent of Transpire made any contact with them within the non-solicitation

⁷ SMF Ex. 10 Transpire's Responses and Objections to Plaintiffs' Second Set of ROGs at 10.

period, much less, that Dr. Zeng solicited them (directly or indirectly) during that time. Rather, the record shows that these employees either reached out to Transpire in search of a better professional opportunity, or that Mr. Tompkins reached out to them after Dr. Zeng's non-solicitation obligations had terminated.

Dr. Perlwitz: There is no evidence that Dr. Zeng directly or indirectly solicited Dr. Perlwitz, whose first day at Transpire was several days after the non-solicitation covenant expired, per Lupin's request.⁸ On March 22, 2022, Dr. Perlwitz initiated contact with Transpire by emailing Dr. Mark Lepore, Transpire's Chief Medical Officer, stating "I have made the decision that it is time to move on to a new endeavor...If you become aware of any leads you may think could be interesting, please do let me know." There is no evidence that Dr. Zeng encouraged this contact or was otherwise involved in soliciting Dr. Perlwitz.⁹ See *Comerica Bank v. Hill*, 2010 WL 2854174, at *2 (M.D. Fla. July 21, 2010) (holding that plaintiff was not likely to prevail on solicitation claim where defendants did not make the initial contact with plaintiff's clients and did not proactively solicit their business, but rather, accepted it, after the clients "made the decisions to transfer the business for their own individual reasons."); *Strategic Staffing Solus., Inc. v. O'Donohue*, 2006 WL 8433056 (M.D. Fla. Jan. 6, 2006) (solicitation requires "proactive steps" and does not disallow acceptance of the active advances of others).¹⁰

Further, even if Lupin could establish that Dr. Perlwitz's outreach was somehow prompted by Dr. Zeng, Lupin's agreement with Dr. Perlwitz and Transpire to defer Dr. Perlwitz's start date until after the expiration of the non-compete period equitably estops Lupin from asserting a claim for breach of the Agreement on this basis. When Dr. Perlwitz informed Lupin that he intended to resign, effective July 1, 2022, Lupin's President, Sofia Mumtaz, called Dr. Zeng and requested that Dr. Perlwitz's start date be deferred until October 5, 2022, after the expiration of the non-solicitation period, which also allowed Dr. Perlwitz to be there at the regulatory approval goal date for tiotropium bromide. Transpire, Axel, and Lupin all agreed to this solution. Consequently, Lupin is equitably estopped from asserting damages against Transpire based on the alleged solicitation

⁸ Lupin_0289674 at -676, 674. (SMF Ex. 18 (Mumtaz Tr.) 58:15-62:21).

⁹ J. Vieira Deposition Tr. 239:3-239:17.

¹⁰ See also *Massey Servs., Inc. v. Sanders*, 312 So. 3d 209, 215 (Fla. 5th DCA 2021) ("The mere fact that an employee, who is planning to leave his employment to work for a competitive company, has a conversation with a fellow employee about whether the fellow employee will consider a job with the same competitor, does not amount to solicitation[.]").

of Dr. Perlwitz. Equitable estoppel is “applicable in all cases where one, by word, act or conduct, willfully caused another to believe in the existence of a certain state of things, and thereby induces him to act on this belief injuriously to himself, or to alter his own previous condition to his injury.” *See United Auto. Ins. Co. v. Chiropractic Clinics of S. Fla., PL*, 322 So. 3d 740, 743 (3d DCA June 2021). Having indicated that it was in agreement with Dr. Perlwitz joining Transpire outside of the non-solicitation period, Lupin cannot now be heard to complain of the very arrangement it requested. *Id.*; SMF Ex. 18, *Mumtaz Tr.* 60:9-61:25, 69:6-71:1.

William Schachtner: Plaintiffs also cannot demonstrate that Dr. Zeng solicited Mr. Schachtner. Mr. Schachtner initiated contact with Transpire on March 22, 2022 via email to Dr. Mark Lepore, stating “I’m looking for other career options to better suit my skills. If you have any ideas or know of some company that might have opportunities, I would appreciate any feedback.” There is no evidence that Dr. Zeng in any way facilitated this communication.

C. DR. ZENG DID NOT BREACH ANY FIDUCIARY DUTY TO LUPIN.

In Florida, a breach of fiduciary duty requires the: (1) the existence of a fiduciary duty; (2) the breach of that duty; and (3) damage proximately caused by that breach.” *See Hill v. Nagpal*, 2013 WL 246746, at *3 (S.D. Fla. Jan. 22, 2013). Plaintiffs allege that Dr. Zeng breached his duty of loyalty: by 1) soliciting former Lupin employees to work at Transpire in breach of the Agreement, and 2) usurping an opportunity that Smoore approached Dr. Zeng with while he was at Lupin to collaborate to combine vaping technology with inhaled medicines, an opportunity Transpire is not pursuing.¹¹ Both claims fail, as a matter of law.

1. Dr. Zeng’s Non-Solicitation Obligations were Governed by the Agreement, which was not Breached.

Any fiduciary duty that Dr. Zeng owed to Lupin ended when his employment ceased. *See Optio Rx, LLC v. Crestview City Pharmacy, Inc.*, 2023 WL 11762870, at *4 (N.D. Fla. June 16,

¹¹ (D.E. 31 ¶¶ 57-58, 137-38). Plaintiffs’ allegation that Dr. Zeng had a fiduciary duty to “devote his full time and energy to Plaintiffs’ business” finds no legal support; this is not part of an officer’s duty of care or loyalty. *Taubenfeld v. Lasko*, 324 So. 3d 529, 538 (Fla. 4th DCA 2021) (D.E. 31 ¶ 136). Plaintiffs also cannot rely on the undefined phrase “among other things” to expand their breach of fiduciary duty claim beyond the solicitation and corporate opportunity issues alleged. However, Plaintiffs note that any claim related to disclosure of confidential information would be precluded by the independent tort doctrine, as the confidentiality obligations were defined by contract and Plaintiffs have asserted a claim for breach of the confidentiality agreement (Count III). *Perez v. Scottsdale Ins. Co.*, 2020 WL 607145, at * 2 (S.D. Fla. Feb. 7, 2020).

2023). Any potential restriction on Dr. Zeng soliciting Lupin employees after he left Lupin therefore existed only as a matter of contract law. Transpire’s hiring of former Lupin employees does not support a breach of Dr. Zeng’s contractual non-solicitation obligations. Further, the independent tort doctrine bars plaintiffs from seeking relief for this same conduct in tort. *See Perez v. Scottsdale Ins. Co.*, 2020 WL 607145, at * 2 (S.D. Fla. Feb. 7, 2020) (“The independent tort doctrine bars recovery in tort for actions that challenge a breach of contract[.]”); *Springboard Media, LLC v. Augusta Hitech Soft Solutions, LLC*, 2022 WL 18465128, at *2 (S.D. Fla. June 14, 2022) (dismissing breach of fiduciary duty claims which failed to allege conduct or facts independent of defendant’s breach of the underlying contract); *BluestarExpo, Inc. v. Enis*, 568 F. Supp. 3d 1332, 1353 (S.D. Fla. 2021) (dismissing fraudulent and negligent misrepresentation claims that relied on the same alleged conduct, and sought relief for the same alleged damages, as the plaintiff’s breach of contract claim); *see also Optio*, 2023 WL 11762870, at *4 (finding plaintiff corporation unlikely to succeed on merits of breach of duty of loyalty claim where record “reflect[ed] that there was a mass resignation of employees” but there was “no evidence” the defendants made job offers); *Harllee v. Prof’l Serv. Indus., Inc.*, 619 So.2d 298 (Fla. 3d DCA 1992) (duty of loyalty was not breached where there was no “direct evidence” to show former employee recruited 57 people from former employer).

2. Lupin Cannot Establish that Dr. Zeng Breached his Fiduciary Duty Based on the Alleged Smoore Opportunity.

i. Plaintiffs Cannot Establish the Existence or Usurpation of a Corporate Opportunity.

Plaintiffs’ claim for breach of fiduciary duty requires them to show that Dr. Zeng “exploit[ed], for his [] own profit, a beneficial opportunity that rightly belongs to the corporation.” *See Summerland Key Cove Park, LLC v. Murphy*, 321 So. 3d 888, 894 (Fla. 3d DCA 2021). This requires, in the first instance, that: “(1) there was a business opportunity, (2) that the corporation [was] financially capable of undertaking, and (3) this opportunity fit into the present activities of the corporation or into an established corporate policy that acquisition of the opportunity would forward.” *Id.*; *In re Morris*, 2018 WL 2165767, at *4 (Bankr. M.D. Fla. May 8, 2018). Lupin’s corporate opportunity claim fails at the outset because the “opportunity” Smoore approached Dr. Zeng with, indisputably, did not fit into Lupin’s activities. Lupin did not submit expert testimony on liability or damages associated with this claim. Lupin’s articulation of the claim came in the Amended Complaint, which alleges the opportunity related to a collaboration “to combine

Smoore's e-cigarette technology with Lupin's knowhow and experience in the inhaled medication industry" to "adapt and optimize" vaping technology to deliver inhaled medicines. (D.E. 31 ¶¶ 57-59, 137). As Lupin's CEO admitted in her deposition, Lupin has never engaged in—nor does it plan to engage in—a business that combines inhalation medicine with vaping technology:

Q. During your time at — as the CEO of Lupin, has the company ever considered pairing its inhalation products with vaping technology?

A. Not that I recall.

....

Q. Is Lupin currently interested in pairing its inhalation products with vaping technology?

A. I don't know[.]

Q. Do you have a view as to whether that would be a promising business?

A. I really don't know what it would entail and what it could do

....

Q. Has Lupin ever considered partnering with any other vaping companies for the purpose of adapting vaping technology to inhalation drugs?

A. Not that I can recall.

(Ex. 1 to SMF, Gupta Tr. 234:9-236:17) (objections omitted).

It is not surprising that Lupin has never pursued this supposed "opportunity." Vaping technology relies on a heating element that would destroy the inhalation medicine and produce harmful chemicals. (Ex. 5 to SMF, Zeng Tr. at 19:14-21:5). It is therefore incompatible with inhalations drugs and does not "fit into the ... activities" of a pharmaceutical company like Lupin. *Summerland*, 321 So. 3d at 894. For this same reason, Dr. Zeng has not exploited the opportunity for his own benefit and does not intend to. *Id.* He testified that it is not scientifically feasible to combine vaping technology with inhaled medicines and the concept was "wishful thinking" on Smoore's part— he talked Smoore out of it. Ex. 5 to SMF, Zeng Tr. at 19:14-21:5, 93:2-24.

ii. Plaintiffs Cannot Establish that Dr. Zeng Owed a Duty to Disclose the "Opportunity."

Plaintiffs allege that Dr. Zeng breached his fiduciary duty by failing to disclose the alleged opportunity to Lupin's Board of Directors. (D.E. 31 ¶¶ 5, 62). However, the undisputed facts show that he had no such duty. Lupin has no formal policies concerning the assessment or reporting of potential opportunities, including any requirement that they be reported to the Board. (SMF ¶ 32, *id.*; Ex. 1 (V. Gupta Tr.) 229:25-233:7). Rather, Lupin's CEO testified that employees approached with a potential corporate opportunity are expected to exercise sound discretion and to assess

whether the opportunity is “strategic fit to the priorities that are laid down by the company,” and to not “waste time” if they are not. (SMF ¶ 34, *id.* Ex. 1 (V. Gupta Tr.) 233:16-234:7). Because reporting potential opportunities was discretionary, Dr. Zeng had no duty to report Smoore’s approach.¹² Further, Dr. Zeng was not a member of Lupin’s Board of Directors and did not report to the Board or attend Board meetings. (SMF Ex. (V. Gupta Tr.) 217:5-2183:3). Dr. Zeng’s superior, Alok Sonig, to whom he reported, only discretionarily reported select opportunities that “made sense to present to the Board.” (*Id.* 241:9-18).¹³

iii. Plaintiffs Have Offered No Damages Resulting from the Alleged Loss of Opportunity.

The corporate opportunity claim also fails based on Plaintiffs’ failure and inability to identify any related damages. *Riverside Apartments of Cocoa, LLC v. Landmark Am. Ins. Co.*, 505 F. Supp. 3d 1293, 1309 (M.D. Fla. 2020) (“The profits from a lost business opportunity must be probable, not merely possible.”). Plaintiffs’ Third Amended Rule 26(A)(1) Disclosures do not provide any computation of damages with respect to the alleged loss of corporate opportunity. SMF Ex. 44. These disclosures simply refer to the opening expert report of Plaintiffs’ damages expert, Dawn Hall, who did not provide any damages model or estimate (or any other opinions) with respect to any possible damages from the alleged loss of corporate opportunity. This is fatal for two reasons; first, because a failure to timely compute damages in initial disclosures bars a party from presenting evidence of such damages. *See Browning v. Bay Radiology Assocs. PL*, 2024 WL 3200472, at *2 (11th Cir. June 27, 2024); *Design Strategy, Inc. v. Davis*, 469 F.3d 284, 288 (2d Cir. 2006); *A&E Adventures LLC v. Intercard, Inc.*, 529 F. Supp. 3d 1333, 1347 (S.D. Fla. 2021); *Nymbus, Inc. v. Chrome Fed. Credit Union*, 2021 WL 8894791, at *7 (S.D. Fla. 2021). Second, these damages (*i.e.*, the profits that Plaintiffs contend would have flowed from the corporate opportunity, had it been realized) require expert opinion, which Plaintiffs have not offered, and which would be impermissibly speculative, in any event. *See, e.g., Alphamed Pharms. Corp. v. Arriva Pharms., Inc.*, 432 F. Supp. 2d 1319, 1351 (S.D. Fla. 2006), *aff’d*, 294 F. App’x

¹² Dr. Zeng’s testimony confirms that the purported opportunity would not have been a strategic fit for Lupin, and would have wasted time, as it is not scientifically viable. Ex. 5 to SMF 93:2-24.

¹³ Lupin’s CEO does not know whether Dr. Zeng ever told anyone at Lupin about Smoore reaching out to him, and Dr. Zeng testified that he did. (SMF Ex. 1, Gupta Tr. 242:19-21; Ex.5, Zeng Tr. 88:5-89:23, 97:13-92:11). No evidence refutes his testimony in this regard. *See In re Pervis*, 512 B.R. 348, 369 (Bankr. N.D. Ga. 2014) (“No breach occurs if the officer specifically informs the corporation of the new business opportunities and the corporation declines to take them.”).

501 (11th Cir. 2008) (plaintiff's expert opinion could not support lost profit damages because plaintiff failed to prove the underlying "but for" assumptions concerning its business plan); *River Bridge Corp. v. Am. Somax Ventures ex rel. Am. Home Dev. Corp.*, 18 So. 3d 648, 651 (Fla. 4th DCA 2009) (expert opinion was too speculative to support claimed lost profits based on "the number of houses built by the other homebuilders" without "even knowing whether they made a dime of profit"); *In re Janssens*, 449 B.R. 42, 74 (Bankr. D. Md. 2010) ("in the absence of expert testimony" plaintiff failed to substantiate a proper basis for the court to calculate lost profit damages based on diversion of corporate opportunity).¹⁴

Any damages Plaintiffs may try to establish in connection with this claim hinge upon a speculative series of unprovable assumptions for which Plaintiffs have offered no evidence at all: 1) that Plaintiffs would have actually pursued the opportunity; 2) that Plaintiffs and Smoore would have reached an agreement to collaborate; 3) that the collaboration would have achieved its intended purpose (successfully combining vaping technology with inhaled medicines); and 4) the endeavor would have been profitable. *See* SMF, Ex. 1 (V. Gupta Tr.) 233:8-15 (testifying that of the many opportunities that come to Lupin, "a small percentage [] ultimately make it through."). These speculative assumptions cannot defeat summary judgment. *Brough v. Imperial Sterling Ltd.*, 297 F.3d 1172, 1177 (11th Cir. 2002) (damages may not be awarded for lost profits when those profits are dependent on a party taking an action that it is unclear he would have taken); *Asokan v. Am. Gen. Life Ins. Co.*, 2017 WL 4535065, at *2 (M.D. Fla. Aug. 24, 2017) ("Missed investment opportunities are analyzed under Florida's law regarding lost profits," which cannot be "too speculative, or [] dependent of changing circumstances"); *SMS Audio, LLC v. Belson*, 2017 WL 11631378, at *2 (S.D. Fla. Apr. 25, 2017) (granting judgment as a matter of law because the plaintiff "must take a series of steps" before entering the relevant market, and the evidence showed that those prerequisite conditions were uncertain to occur); *Bergeron v. Ridgewood Sec. Corp.*, 610 F. Supp. 2d 113, 137 (D. Mass. 2009) (granting summary judgment in favor of defendant based on plaintiff's failure to show that its funds were capable of participating in the alleged

¹⁴ *See also Alcatel USA, Inc. v. Cisco Sys., Inc.*, 239 F. Supp. 2d 660, 670–72 (E.D. Tex. 2002); *In re Edmonds*, 2019 WL 4780921, at *7 (Bankr. N.D. Tex. Sept. 30, 2019) *Bass Venture Corp. v. Devom, LLC*, 342 So. 3d 821, 824 (Fla. 2d DCA 2022); *Montage Grp., Ltd. v. Athle-Tech Computer Sys., Inc.*, 889 So. 2d 180, 195 (Fla. 2d DCA 2004).

corporate opportunity, or that it was in their interests to do so); *Keg Techs., Inc. v. Laimer*, 436 F. Supp. 2d 1364, 1378 (N.D. Ga. 2006); *In re Janssens*, 449 B.R. 42, 73 (Bankr. D. Md. 2010).

Indeed, Plaintiffs' assumptions are readily refuted by the testimony of Lupin's CEO, who testified that: 1) she is not aware of any investigation or diligence ever conducted by Lupin to determine whether it is possible to adapt its inhalation business to vape technology; 2) she does not know whether this would be realistic, feasible, or promising; 3) she is not aware of any other company announcing or launching a vape-based inhalation drug; 4) Lupin has still never explored this possibility, despite there being no obstacles to it doing so; and 5) Lupin never reached out to Smoore after learning of its advance to attempt this collaboration (which Transpire is not pursuing). (Ex. 1 to SMF, Gupta Tr. 234:9-239:21). Meanwhile, Dr. Zeng, an undisputed expert in the inhalation industry, testified that "vaping technology is not suitable for delivering inhalation medicines because it could degrade the molecules leading to toxic effect" and "there is no FDA guidance about vaping technology to develop inhalation medicines." (Ex. 5 to SMF, Zeng Tr. 93:2-24). Lupin has offered no expert opinion to the contrary, which would also be necessary to establish damages flowing from the purported "loss" of this opportunity. Lupin's acknowledgement that it still has never seriously considered the opportunity Smoore approached Dr. Zeng with (which Transpire is not pursuing), coupled with Dr. Zeng's undisputed testimony that this could not be accomplished, negates any possibility that Lupin was damaged by Dr. Zeng's alleged failure to disclose this opportunity. *See C & B Sales & Serv., Inc. v. McDonald*, 95 F.3d 1308, 1315 (5th Cir. 1996) (plaintiff failed to show that it would have pursued lost corporate opportunities).

IV. CONCLUSION

Defendant Xian-Ming Zeng respectfully requests entry of an Order granting summary judgment in favor of Defendant and against Plaintiffs with respect to Counts I, II, III and IV (Misappropriation of Trade Secrets Under DTSA, Misappropriation of Trade Secrets under FUTSA, Breach of Contract, and Breach of Fiduciary Duty) and any other relief as the Court deems just and proper.

Dated: March 12, 2025

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document is being filed on March 12, 2025, and served on all counsel of record on the Service List attached via transmission of Notice of Electronic Filing generated by CM/ECF.

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APPENDIX A

Document No.	Bates Number	Custodian	No. of Pages
1	Transpire_0041200	Perlwitz, Axel	99
2	Transpire_0041299	Perlwitz, Axel	87
3	Transpire_0041386	Perlwitz, Axel	3
4	Transpire_0081585	Perlwitz, Axel	165
5	Transpire_0081883	Perlwitz, Axel	165
6	Transpire_0082054	Perlwitz, Axel	66
7	Transpire_0082121	Perlwitz, Axel	63
8	Transpire_0084643	Perlwitz, Axel	41
9	Transpire_0070541	Perlwitz, Axel	124
10	Transpire_0057253	Perlwitz, Axel	63
11	Transpire_0057191	Perlwitz, Axel	62
12	Transpire_0065568	Perlwitz, Axel	156
13	Transpire_0067307	Perlwitz, Axel	50
14	Transpire_0008439	Perlwitz, Axel	5552
15	Transpire_0059117	Perlwitz, Axel	138
16	Transpire_0060271	Perlwitz, Axel	5
17	Transpire_0008295	Perlwitz, Axel	55
18	Transpire_0028016	Perlwitz, Axel	30
19	Transpire_0000556	Perlwitz, Axel	46
20	Transpire_0000911	Perlwitz, Axel	4
21	Transpire_0023276	Perlwitz, Axel	14
22	Transpire_0023031	Perlwitz, Axel	92
23	Transpire_0008350	Perlwitz, Axel	3
24	Transpire_0000549	Perlwitz, Axel	7
25	Transpire_0085590	Perlwitz, Axel	53
26	Transpire_0030779	Perlwitz, Axel	97
27	Transpire_0030876	Perlwitz, Axel	38
28	Transpire_0000543	Perlwitz, Axel	6
29	Transpire_0000602	Perlwitz, Axel	8
30	Transpire_0023224	Perlwitz, Axel	6
31	Transpire_0343880	Perlwitz, Axel	5
32	Transpire_0044228	Perlwitz, Axel	19
33	Transpire_0056960	Perlwitz, Axel	12
34	Transpire_0344065	Perlwitz, Axel	52
35	Transpire_0344242	Perlwitz, Axel	3
36	Transpire_0344637	Perlwitz, Axel	9
37	Transpire_0344646	Perlwitz, Axel	26
38	Transpire_0344672	Perlwitz, Axel	10
39	Transpire_0344682	Perlwitz, Axel	39

40	Transpire_0344886	Perlwitz, Axel	14
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46	Transpire_0345154	Perlwitz, Axel	83
47	Transpire_0345237	Perlwitz, Axel	149
48	Transpire_0345839	Perlwitz, Axel	103
49	Transpire_0345942	Perlwitz, Axel	46
50	Transpire_0345988	Perlwitz, Axel	111
51	Transpire_0346103	Perlwitz, Axel	2
52	Transpire_0346105	Perlwitz, Axel	2
53	Transpire_0346151	Perlwitz, Axel	44
54	Transpire_0346195	Perlwitz, Axel	5
55	Transpire_0346206	Perlwitz, Axel	14
56	Transpire_0346220	Perlwitz, Axel	30
57	Transpire_0346332	Perlwitz, Axel	6
58	Transpire_0346338	Perlwitz, Axel	9
59	Transpire_0346347	Perlwitz, Axel	13
60	Transpire_0346360	Perlwitz, Axel	17
61	Transpire_0346387	Perlwitz, Axel	3
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72	Transpire_0346815	Perlwitz, Axel	272
73	Transpire_0347087	Perlwitz, Axel	265
74	Transpire_0347352	Perlwitz, Axel	115
75	Transpire_0347467	Perlwitz, Axel	112
76	Transpire_0347607	Perlwitz, Axel	22
77	Transpire_0347794	Perlwitz, Axel	116
78	Transpire_0347910	Perlwitz, Axel	37
79	Transpire_0029042	Perlwitz, Axel	32
80	Transpire_0081097	Perlwitz, Axel	40

81	Transpire_0081137	Perlwitz, Axel	39
82	Transpire_0081176	Perlwitz, Axel	208
83	Transpire_0081385	Perlwitz, Axel	200
84	Transpire_0082367	Perlwitz, Axel	63
85	Transpire_0082431	Perlwitz, Axel	62
86	Transpire_0028320	Perlwitz, Axel	238
87	Transpire_0036890	Perlwitz, Axel	140
88	Transpire_0038811	Perlwitz, Axel	308
89	Transpire_0040005	Perlwitz, Axel	117
90	Transpire_0039754	Perlwitz, Axel	144
91	Transpire_0037030	Perlwitz, Axel	167
92	Transpire_0038784	Perlwitz, Axel	27
93	Transpire_0039953	Perlwitz, Axel	52
94	Transpire_0039898	Perlwitz, Axel	55
95	Transpire_0037440	Perlwitz, Axel	353
96	Transpire_0037197	Perlwitz, Axel	243
97	Transpire_0039119	Perlwitz, Axel	353
98	Transpire_0085643	Perlwitz, Axel	74
99	Transpire_0082800	Perlwitz, Axel	4
100	Transpire_0082842	Perlwitz, Axel	27
101	Transpire_0080139	Perlwitz, Axel	118
102	Transpire_0080257	Perlwitz, Axel	119
103	Transpire_0080376	Perlwitz, Axel	47
104	Transpire_0080423	Perlwitz, Axel	47
105	Transpire_0084283	Perlwitz, Axel	45
106	Transpire_0046315	Perlwitz, Axel	165
107	Transpire_0008353	Perlwitz, Axel	12
108	Transpire_0008253	Perlwitz, Axel	42
109	Transpire_0023986	Perlwitz, Axel	100
110	Transpire_0024086	Perlwitz, Axel	15
111	Transpire_0000690	Perlwitz, Axel	6
112	Transpire_0000956	Perlwitz, Axel	42
113	Transpire_0080472	Perlwitz, Axel	101
114	Transpire_0080573	Perlwitz, Axel	109
115	Transpire_0082184	Perlwitz, Axel	49
116	Transpire_0082233	Perlwitz, Axel	50
117	Transpire_0082283	Perlwitz, Axel	42
118	Transpire_0082325	Perlwitz, Axel	42
119	Transpire_0084374	Perlwitz, Axel	153
120	Transpire_0023807	Perlwitz, Axel	66
121	Transpire_0024591	Perlwitz, Axel	48

122	Transpire_0024656	Perlwitz, Axel	112
123	Transpire_0062694	Perlwitz, Axel	128
124	Transpire_0062822	Perlwitz, Axel	252
125	Transpire_0057064	Perlwitz, Axel	61
126	Transpire_0057125	Perlwitz, Axel	66
127	Transpire_0057316	Perlwitz, Axel	48
128	Transpire_0062527	Perlwitz, Axel	167
129	Transpire_0063074	Perlwitz, Axel	206
130	Transpire_0027657	Perlwitz, Axel	21
131	Transpire_0027722	Perlwitz, Axel	94
132	Transpire_0027816	Perlwitz, Axel	104
133	Transpire_0062417	Perlwitz, Axel	110
134	Transpire_0065386	Perlwitz, Axel	182
135	Transpire_0067123	Perlwitz, Axel	184
136	Transpire_0070142	Perlwitz, Axel	399
137	Transpire_0008407	Perlwitz, Axel	3
138	Transpire_0023682	Perlwitz, Axel	16
139	Transpire_0008365	Perlwitz, Axel	42
140	Transpire_0023234	Perlwitz, Axel	38
141	Transpire_0008250	Perlwitz, Axel	3
142	Transpire_0013991	Perlwitz, Axel	52
143	Transpire_0022730	Perlwitz, Axel	76
144	Transpire_0027628	Perlwitz, Axel	29
145	Transpire_0029074	Perlwitz, Axel	6
146	Transpire_0080682	Perlwitz, Axel	88
147	Transpire_0080770	Perlwitz, Axel	94
148	Transpire_0080864	Perlwitz, Axel	52
149	Transpire_0080916	Perlwitz, Axel	51
150	Transpire_0023698	Perlwitz, Axel	7
151	Transpire_0023705	Perlwitz, Axel	77
152	Transpire_0028046	Perlwitz, Axel	96
153	Transpire_0028558	Perlwitz, Axel	52
154	Transpire_0094510	Perlwitz, Axel	137
155	Transpire_0094683	Perlwitz, Axel	410
156	Transpire_0014043	Perlwitz, Axel	161
157	Transpire_0022403	Perlwitz, Axel	266
158	Transpire_0014204	Perlwitz, Axel	277
159	Transpire_0022347	Perlwitz, Axel	56
160	Transpire_0022053	Perlwitz, Axel	252
161	Transpire_0092142	Perlwitz, Axel	535
162	Transpire_0032642	Perlwitz, Axel	4154

163	Transpire_0059255	Perlwitz, Axel	5
164	Transpire_0000412	Perlwitz, Axel	25
165	Transpire_0065260	Perlwitz, Axel	97
166	Transpire_0000437	Perlwitz, Axel	104
167	Transpire_0024548	Perlwitz, Axel	23
168	Transpire_0029110	Perlwitz, Axel	13
169	Transpire_0091287	Perlwitz, Axel	356
170	Transpire_0091643	Perlwitz, Axel	10
171	Transpire_0086583	Perlwitz, Axel	4686
172	Transpire_0000610	Perlwitz, Axel	79
173	Transpire_0029097	Perlwitz, Axel	13
174	Transpire_0084786	Perlwitz, Axel	181
175	Transpire_0024571	Perlwitz, Axel	20
176	Transpire_0001284	Perlwitz, Axel	464
177	Transpire_0001748	Perlwitz, Axel	130
178	Transpire_0002226	Perlwitz, Axel	286
179	Transpire_0002512	Perlwitz, Axel	5738
180	Transpire_0091867	Perlwitz, Axel	274
181	Transpire_0060300	Perlwitz, Axel	66
182	Transpire_0060366	Perlwitz, Axel	64
183	Transpire_0060430	Perlwitz, Axel	162
184	Transpire_0060593	Perlwitz, Axel	160
185	Transpire_0060753	Perlwitz, Axel	61
186	Transpire_0060814	Perlwitz, Axel	61
187	Transpire_0060875	Perlwitz, Axel	182
188	Transpire_0057986	Perlwitz, Axel	87
189	Transpire_0061085	Perlwitz, Axel	16
190	Transpire_0094504	Perlwitz, Axel	6
191	Transpire_0082811	Perlwitz, Axel	17
192	Transpire_0082828	Perlwitz, Axel	4
193	LUPIN_0010649	Zeng, Xianming	69
194	LUPIN_0011194	Zeng, Xianming	10
195	LUPIN_0011210	Zeng, Xianming	2
196	LUPIN_0013490	Zeng, Xianming	53
197	LUPIN_0248282	Zeng, Xianming	225
198	LUPIN_0248600	Zeng, Xianming	7
199	LUPIN_0248607	Zeng, Xianming	60
200	LUPIN_0248667	Zeng, Xianming	15
201	LUPIN_0250503	Zeng, Xianming	52
202	LUPIN_0251436	Zeng, Xianming	34
203	LUPIN_0251749	Zeng, Xianming	20

204	LUPIN_0253675	Zeng, Xianming	16
205	LUPIN_0253741	Zeng, Xianming	129
206	LUPIN_0253870	Zeng, Xianming	61
207	LUPIN_0274584	Zeng, Xianming	47
208	Transpire_0161559	Dao, Thu	3
209	Transpire_0161562	Dao, Thu	3
210	Transpire_0161565	Dao, Thu	3
211	Transpire_0161568	Dao, Thu	3
212	Transpire_0161571	Dao, Thu	3
213	Transpire_0161580	Dao, Thu	3
214	Transpire_0164718	Dao, Thu	4
215	Transpire_0164727	Dao, Thu	2
216	Transpire_0164729	Dao, Thu	4
217	Transpire_0164738	Dao, Thu	4
218	Transpire_0164742	Dao, Thu	5
219	Transpire_0164747	Dao, Thu	4
220	Transpire_0164839	Dao, Thu	4
221	Transpire_0170195	Dao, Thu	273
222	Transpire_0171273	Dao, Thu	280
223	Transpire_0171633	Dao, Thu	275
224	Transpire_0171976	Dao, Thu	284
225	Transpire_0219509	Dao, Thu	7
226	Transpire_0219618	Dao, Thu	9
227	Transpire_0219659	Dao, Thu	9
228	Transpire_0219970	Dao, Thu	69
229	Transpire_0220039	Dao, Thu	71
230	Transpire_0225634	Dao, Thu	2
231	Transpire_0225648	Dao, Thu	2
232	Transpire_0225732	Dao, Thu	8
233	Transpire_0227768	Dao, Thu	273
234	Transpire_0228495	Dao, Thu	281
235	Transpire_0229215	Dao, Thu	281
236	Transpire_0343885	Perlwitz, Axel	3
237	Transpire_0346377	Perlwitz, Axel	10
238	Transpire_0346107	Perlwitz, Axel	44
239	Transpire_0346101	Perlwitz, Axel	2
240	Transpire_0344209	Perlwitz, Axel	33
241	Transpire_0344830	Perlwitz, Axel	47
242	Transpire_0344877	Perlwitz, Axel	9
243	Transpire_0344554	Perlwitz, Axel	83
244	Transpire_0344721	Perlwitz, Axel	109

245	Transpire_0029080	Perlwitz, Axel	17
246	Transpire_0346321	Perlwitz, Axel	4
247	Transpire_0345386	Perlwitz, Axel	9
248	Transpire_0080967	Perlwitz, Axel	130
249	Transpire_0081751	Perlwitz, Axel	131
250	Transpire_0344043	Perlwitz, Axel	16
251	Transpire_0344156	Perlwitz, Axel	4
252	Transpire_0305414	Perlwitz, Axel	80
253	Transpire_0305430	Perlwitz, Axel	80
254	Transpire_0305446	Perlwitz, Axel	80
255	Transpire_0305462	Perlwitz, Axel	80
256	Transpire_0305478	Perlwitz, Axel	80
257	Transpire_0347579	Perlwitz, Axel	3
258	Transpire_0000541	Perlwitz, Axel	1
259	Transpire_0000542	Perlwitz, Axel	1
260	Transpire_0000689	Perlwitz, Axel	1
261	Transpire_0000697	Perlwitz, Axel	23
262	Transpire_0000721	Perlwitz, Axel	24
263	Transpire_0000805	Perlwitz, Axel	33
264	Transpire_0000915	Perlwitz, Axel	41
265	Transpire_0000998	Perlwitz, Axel	231
266	Transpire_0016053	Perlwitz, Axel	5184
267	Transpire_0021237	Perlwitz, Axel	671
268	Transpire_0022669	Perlwitz, Axel	61
269	Transpire_0022806	Perlwitz, Axel	38
270	Transpire_0023123	Perlwitz, Axel	95
271	Transpire_0023218	Perlwitz, Axel	6
272	Transpire_0023230	Perlwitz, Axel	4
273	Transpire_0023290	Perlwitz, Axel	10
274	Transpire_0023335	Perlwitz, Axel	39
275	Transpire_0023567	Perlwitz, Axel	10
276	Transpire_0023577	Perlwitz, Axel	10
277	Transpire_0023587	Perlwitz, Axel	10
278	Transpire_0023669	Perlwitz, Axel	10
279	Transpire_0023782	Perlwitz, Axel	25
280	Transpire_0023873	Perlwitz, Axel	88
281	Transpire_0023964	Perlwitz, Axel	22
282	Transpire_0024131	Perlwitz, Axel	8
283	Transpire_0024294	Perlwitz, Axel	37
284	Transpire_0024331	Perlwitz, Axel	36
285	Transpire_0024368	Perlwitz, Axel	3

286	Transpire_0024775	Perlwitz, Axel	1
287	Transpire_0024792	Perlwitz, Axel	2
288	Transpire_0024967	Perlwitz, Axel	192
289	Transpire_0026585	Perlwitz, Axel	181
290	Transpire_0027678	Perlwitz, Axel	23
291	Transpire_0027701	Perlwitz, Axel	21
292	Transpire_0027922	Perlwitz, Axel	94
293	Transpire_0028142	Perlwitz, Axel	117
294	Transpire_0028259	Perlwitz, Axel	12
295	Transpire_0029123	Perlwitz, Axel	12
296	Transpire_0029135	Perlwitz, Axel	6
297	Transpire_0029881	Perlwitz, Axel	5
298	Transpire_0029886	Perlwitz, Axel	3
299	Transpire_0030128	Perlwitz, Axel	202
300	Transpire_0030537	Perlwitz, Axel	232
301	Transpire_0037793	Perlwitz, Axel	983
302	Transpire_0041654	Perlwitz, Axel	12
303	Transpire_0042145	Perlwitz, Axel	9
304	Transpire_0042154	Perlwitz, Axel	4
305	Transpire_0042160	Perlwitz, Axel	6
306	Transpire_0042166	Perlwitz, Axel	5
307	Transpire_0042173	Perlwitz, Axel	5
308	Transpire_0042178	Perlwitz, Axel	4
309	Transpire_0042184	Perlwitz, Axel	4
310	Transpire_0042207	Perlwitz, Axel	4
311	Transpire_0042211	Perlwitz, Axel	6
312	Transpire_0042229	Perlwitz, Axel	4
313	Transpire_0042239	Perlwitz, Axel	6
314	Transpire_0042247	Perlwitz, Axel	6
315	Transpire_0042284	Perlwitz, Axel	4
316	Transpire_0042293	Perlwitz, Axel	3
317	Transpire_0042306	Perlwitz, Axel	8
318	Transpire_0042621	Perlwitz, Axel	27
319	Transpire_0042648	Perlwitz, Axel	27
320	Transpire_0042675	Perlwitz, Axel	25
321	Transpire_0044140	Perlwitz, Axel	4
322	Transpire_0044225	Perlwitz, Axel	3
323	Transpire_0044831	Perlwitz, Axel	164
324	Transpire_0044995	Perlwitz, Axel	158
325	Transpire_0045153	Perlwitz, Axel	156
326	Transpire_0046480	Perlwitz, Axel	109

327	Transpire_0057039	Perlwitz, Axel	7
328	Transpire_0057055	Perlwitz, Axel	9
329	Transpire_0057655	Perlwitz, Axel	9
330	Transpire_0058575	Perlwitz, Axel	175
331	Transpire_0059280	Perlwitz, Axel	9
332	Transpire_0059405	Perlwitz, Axel	20
333	Transpire_0059425	Perlwitz, Axel	24
334	Transpire_0059449	Perlwitz, Axel	24
335	Transpire_0059473	Perlwitz, Axel	22
336	Transpire_0059495	Perlwitz, Axel	25
337	Transpire_0059520	Perlwitz, Axel	21
338	Transpire_0059541	Perlwitz, Axel	25
339	Transpire_0059566	Perlwitz, Axel	25
340	Transpire_0059591	Perlwitz, Axel	20
341	Transpire_0059612	Perlwitz, Axel	24
342	Transpire_0059636	Perlwitz, Axel	23
343	Transpire_0059659	Perlwitz, Axel	24
344	Transpire_0060128	Perlwitz, Axel	22
345	Transpire_0060152	Perlwitz, Axel	8
346	Transpire_0060164	Perlwitz, Axel	19
347	Transpire_0060189	Perlwitz, Axel	9
348	Transpire_0060212	Perlwitz, Axel	7
349	Transpire_0060239	Perlwitz, Axel	22
350	Transpire_0061057	Perlwitz, Axel	7
351	Transpire_0061072	Perlwitz, Axel	4
352	Transpire_0061076	Perlwitz, Axel	4
353	Transpire_0061080	Perlwitz, Axel	5
354	Transpire_0061101	Perlwitz, Axel	7
355	Transpire_0061108	Perlwitz, Axel	4
356	Transpire_0061112	Perlwitz, Axel	1
357	Transpire_0061122	Perlwitz, Axel	8
358	Transpire_0061130	Perlwitz, Axel	7
359	Transpire_0061137	Perlwitz, Axel	9
360	Transpire_0061146	Perlwitz, Axel	6
361	Transpire_0061152	Perlwitz, Axel	11
362	Transpire_0061163	Perlwitz, Axel	8
363	Transpire_0061171	Perlwitz, Axel	6
364	Transpire_0061202	Perlwitz, Axel	8
365	Transpire_0061210	Perlwitz, Axel	1
366	Transpire_0063370	Perlwitz, Axel	140
367	Transpire_0063510	Perlwitz, Axel	191

368	Transpire_0063701	Perlwitz, Axel	148
369	Transpire_0064072	Perlwitz, Axel	32
370	Transpire_0064104	Perlwitz, Axel	53
371	Transpire_0064164	Perlwitz, Axel	141
372	Transpire_0065016	Perlwitz, Axel	172
373	Transpire_0067357	Perlwitz, Axel	1237
374	Transpire_0068594	Perlwitz, Axel	235
375	Transpire_0068829	Perlwitz, Axel	125
376	Transpire_0068954	Perlwitz, Axel	186
377	Transpire_0069140	Perlwitz, Axel	80
378	Transpire_0070665	Perlwitz, Axel	8422
379	Transpire_0079627	Perlwitz, Axel	343
380	Transpire_0079970	Perlwitz, Axel	112
381	Transpire_0080082	Perlwitz, Axel	29
382	Transpire_0080111	Perlwitz, Axel	28
383	Transpire_0082569	Perlwitz, Axel	198
384	Transpire_0082786	Perlwitz, Axel	10
385	Transpire_0082796	Perlwitz, Axel	4
386	Transpire_0082804	Perlwitz, Axel	5
387	Transpire_0082809	Perlwitz, Axel	2
388	Transpire_0082832	Perlwitz, Axel	10
389	Transpire_0082869	Perlwitz, Axel	7
390	Transpire_0083894	Perlwitz, Axel	300
391	Transpire_0084329	Perlwitz, Axel	45
392	Transpire_0084528	Perlwitz, Axel	115
393	Transpire_0084684	Perlwitz, Axel	102
394	Transpire_0084967	Perlwitz, Axel	117
395	Transpire_0085084	Perlwitz, Axel	8
396	Transpire_0085093	Perlwitz, Axel	8
397	Transpire_0085101	Perlwitz, Axel	121
398	Transpire_0085222	Perlwitz, Axel	111
399	Transpire_0085333	Perlwitz, Axel	148
400	Transpire_0085481	Perlwitz, Axel	109
401	Transpire_0085717	Perlwitz, Axel	70
402	Transpire_0085787	Perlwitz, Axel	74
403	Transpire_0085862	Perlwitz, Axel	71
404	Transpire_0085933	Perlwitz, Axel	148
405	Transpire_0086081	Perlwitz, Axel	109
406	Transpire_0095134	Perlwitz, Axel	26
407	Transpire_0095197	Dao, Thu	33
408	Transpire_0095292	Dao, Thu	1

409	Transpire_0095294	Dao, Thu	1
410	Transpire_0095305	Dao, Thu	14
411	Transpire_0095324	Dao, Thu	14
412	Transpire_0095373	Zeng, Xianming	61
413	Transpire_0095488	Zeng, Xianming	175
414	Transpire_0095668	Zeng, Xianming	14
415	Transpire_0095836	Zeng, Xianming	25
416	Transpire_0095911	Zeng, Xianming	10
417	Transpire_0107807	Dao, Thu	1
418	Transpire_0108805	Dao, Thu	13
419	Transpire_0108818	Dao, Thu	7
420	Transpire_0108826	Dao, Thu	7
421	Transpire_0108833	Dao, Thu	1
422	Transpire_0108834	Dao, Thu	1
423	Transpire_0108835	Dao, Thu	1
424	Transpire_0108838	Dao, Thu	171
425	Transpire_0109009	Dao, Thu	11
426	Transpire_0109020	Dao, Thu	32
427	Transpire_0109056	Dao, Thu	14
428	Transpire_0109071	Dao, Thu	104
429	Transpire_0109181	Dao, Thu	12
430	Transpire_0109193	Dao, Thu	14
431	Transpire_0109207	Dao, Thu	18
432	Transpire_0109229	Dao, Thu	1
433	Transpire_0109230	Dao, Thu	1
434	Transpire_0109231	Dao, Thu	1
435	Transpire_0109232	Dao, Thu	1
436	Transpire_0109233	Dao, Thu	1
437	Transpire_0109234	Dao, Thu	1
438	Transpire_0109235	Dao, Thu	1
439	Transpire_0109236	Dao, Thu	1
440	Transpire_0109237	Dao, Thu	1
441	Transpire_0109238	Dao, Thu	1
442	Transpire_0109239	Dao, Thu	1
443	Transpire_0109240	Dao, Thu	1
444	Transpire_0109241	Dao, Thu	1
445	Transpire_0109242	Dao, Thu	1
446	Transpire_0109244	Dao, Thu	1
447	Transpire_0109245	Dao, Thu	1
448	Transpire_0109248	Dao, Thu	1
449	Transpire_0109258	Dao, Thu	1

450	Transpire_0109268	Dao, Thu	1
451	Transpire_0109373	Dao, Thu	38
452	Transpire_0109411	Dao, Thu	55
453	Transpire_0109504	Dao, Thu	69